

FILED IN THE U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

NOV 01 2024

SEAN F. MCAVOY, CLERK
DEPUTY
YAKIMA, WASHINGTON

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON

UNITED STATES OF AMERICA,

Case No.: 1:24-CR-02045-MKD

Plaintiff,

Fed. R. Crim. P. 11(c)(1)(C)
Plea Agreement

v.

ANTONIO RAMIREZ SANCHEZ
(a/k/a "Santiago Rojas Rangel,"
Jorge Navarrete-Negrete," "Charapo")

Defendant.

Plaintiff United States of America, by and through Vanessa R. Waldref, United States Attorney the Eastern District of Washington, and Letitia A. Sikes, Assistant United States Attorney for the Eastern District of Washington, and Defendant Antonio Ramirez Sanchez ("Defendant"), both individually and by and through Defendant's counsel, Federal Defender Paul E. Shelton, agree to the following Fed R. Crim. P. 11(c)(1)(C) Plea Agreement ("Plea Agreement").

1. Guilty Plea and Maximum Statutory Penalties

Defendant agrees to enter a plea of guilty to Counts 1 – 4 of the Indictment filed on June 11, 2024, which charges Defendant with four counts of Distribution of 50 Grams or More of Pure (Actual) Methamphetamine, in violation of 21 U.S.C. § 841(a)(1), (b)(1)(A)(viii), a Class A felony.

1 Defendant understands that the following potential penalties apply to each of
2 counts 1-4:

- 3 a. a term of imprisonment of not less than 10 years and up to a
4 lifetime;
- 5 b. a term of supervised release of not less than 5 years and up to a
6 lifetime;
- 7 c. a fine of up to \$10,000,000;
- 8 d. restitution; and
- 9 e. a \$100 special penalty assessment.

10 2. Supervised Release

11 Defendant understands that if Defendant violates any condition of
12 Defendant's supervised release, the Court may revoke Defendant's term of
13 supervised release, and require Defendant to serve in prison all or part of the term
14 of supervised release authorized by statute for the offense that resulted in such term
15 of supervised release without credit for time previously served on postrelease
16 supervision, up to the following terms:

- 17 a. 5 years in prison if the offense that resulted in the term of
18 Supervised Release is a class A felony,
- 19 b. 3 years in prison if the offense that resulted in the term of
20 Supervised Release is a class B felony, and/or
- 21 c. 2 years in prison if the offense that resulted in the term of
22 Supervised Release is a class C felony.

23 3. The Court is Not a Party to this Plea Agreement

24 The Court is not a party to this Plea Agreement and may accept or reject any
25 recommendations made herein. Defendant acknowledges that no promises of any
26 type have been made to Defendant with respect to the sentence the Court will
27 impose in this matter.

1 Defendant understands the following:

- 2 a. sentencing is a matter solely within the discretion of the Court;
- 3 b. the Court is under no obligation to accept any recommendations
- 4 made by the United States or Defendant;
- 5 c. the Court will obtain an independent report and sentencing
- 6 recommendation from the United States Probation Office;
- 7 d. the Court may exercise its discretion to impose any sentence it
- 8 deems appropriate, up to the statutory maximum penalties;
- 9 e. the Court is required to consider the applicable range set forth
- 10 in the United States Sentencing Guidelines, but may depart
- 11 upward or downward under certain circumstances; and
- 12 f. the Court may reject recommendations made by the United
- 13 States or Defendant, and that will not be a basis for Defendant
- 14 to withdraw from this Plea Agreement or Defendant's guilty
- 15 plea, except as set forth in Section 7 of this Agreement.

16 4. Potential Immigration Consequences of Guilty Plea

17 If Defendant is not a citizen of the United States, Defendant understands the

18 following:

- 19 a. pleading guilty in this case may have immigration
- 20 consequences;
- 21 b. a broad range of federal crimes may result in Defendant's
- 22 removal from the United States, including the offense to which
- 23 Defendant is pleading guilty;
- 24 c. removal from the United States and other immigration
- 25 consequences are the subject of separate proceedings; and
- 26 d. no one, including Defendant's attorney or the Court, can predict
- 27 with absolute certainty the effect of a federal conviction on
- 28 Defendant's immigration status.

1 Defendant affirms that Defendant is knowingly, intelligently, and voluntarily
2 pleading guilty as set forth in this Plea Agreement, regardless of any immigration
3 consequences that Defendant's guilty plea may entail.

4 5. Waiver of Constitutional Rights

5 Defendant understands that by entering this guilty plea, Defendant is
6 knowingly and voluntarily waiving certain constitutional rights, including the
7 following:

- 8 a. the right to a jury trial;
- 9 b. the right to see, hear and question the witnesses;
- 10 c. the right to remain silent at trial;
- 11 d. the right to testify at trial; and
- 12 e. the right to compel witnesses to testify.

13 While Defendant is waiving certain constitutional rights, Defendant
14 understands that Defendant retains the right to be assisted by an attorney through
15 the sentencing proceedings in this case and any direct appeal of Defendant's
16 conviction and sentence, and that an attorney will be appointed at no cost if
17 Defendant cannot afford to hire an attorney.

18 Defendant understands and agrees that any defense motions currently
19 pending before the Court are mooted by this Plea Agreement, and Defendant
20 expressly waives Defendant's right to bring any additional pretrial motions.

21 6. Denial of Federal Benefits

22 Defendant understands that by entering this plea of guilty, Defendant may
23 no longer be eligible for assistance under any state program funded under part A of
24 Title IV of the Social Security Act (concerning Temporary Assistance for Needy
25 Families) or benefits under the food stamp program or any state program carried
26 out under the Food Stamp Act. 21 U.S.C. § 862a. Defendant also understands that
27 the Court may deny Defendant's eligibility for any grant, contract, loan,
28

1 professional license, or commercial license provided by an agency of the United
2 States or by appropriated funds of the United States. 21 U.S.C. § 862.

3 7. Rule 11 Nature of the Plea Agreement

4 Defendant acknowledges that this Plea Agreement is entered into pursuant to
5 Federal Rule of Criminal Procedure 11(c)(1)(C) (“Rule 11(c)(1)(C)”). Pursuant to
6 Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate
7 disposition of the case is 120 months to 151 months in custody, to be followed by
8 five (5) years of Supervised Release. The United States will argue for 151 months
9 in custody; Defendant will argue for any sentence within the agreed-upon range.

10 In the Indictment filed June 11, 2024, the United States provided notice of its
11 intention to seek enhancement under 21 U.S.C. § 851 due to Defendant’s prior
12 conviction of a serious drug felony as defined by 21 U.S.C. §502(57). ECF No. 1,
13 p. 3. Pursuant to this Plea Agreement, the United States agrees to waive this
14 enhancement which reduces the mandatory minimum sentence from 15 years (180
15 months) to 10 years (120 months). Although the United States and Defendant
16 agree to make these recommendations to the Court pursuant to Rule 11(c)(1)(C),
17 Defendant acknowledges that no promises of any type have been made to
18 Defendant with respect to the sentence the Court will ultimately impose.

19 Defendant understands that Defendant may withdraw from this Plea
20 Agreement if the Court imposes a term of imprisonment of greater than 151
21 months or indicates its intent to do so. Defendant also understands that the United
22 States may withdraw from this Plea Agreement if the Court imposes a term of
23 imprisonment of less than 120 months or a term of supervised release of less than 5
24 (5) years, or indicates its intent to do so.

25 The United States and Defendant acknowledge that the imposition of any
26 fine, restitution, or conditions of Supervised Release are not part of the Rule
27 11(c)(1)(C) nature of this Plea Agreement; that the United States and Defendant
28 are free to make any recommendations they deem appropriate as to the imposition

1 of fines, restitution, or conditions of Supervised Release; and that the Court will
2 exercise its discretion in this regard. The United States and Defendant
3 acknowledge that the Court's decisions regarding the imposition of fines,
4 restitution, or conditions of Supervised Release will not provide bases for
5 Defendant to withdraw Defendant's guilty plea or withdraw from this Rule
6 11(c)(1)(C) Plea Agreement.

7 Defendant acknowledges that if either the United States or Defendant
8 successfully withdraws from this Plea Agreement, the Plea Agreement becomes a
9 nullity, and both the United States and the Defendant are no longer bound by any
10 representations within it.

11 8. Admissibility of Facts and Prior Statements

12 By signing this Plea Agreement, Defendant admits the truth of the facts set
13 forth in the Factual Basis section of this Plea Agreement and agrees that these
14 facts, along with any written or oral statements Defendant makes in court, shall be
15 deemed usable and admissible against Defendant in any subsequent legal
16 proceeding, including criminal trials and/or sentencing hearings, under Federal
17 Rule of Evidence 801(d)(2)(A), unless he successfully moves to withdraw from the
18 Agreement after the Court rejects the parties' sentencing recommendations as set
19 forth in Section 7 above.

20 Defendant acknowledges, admits, and agrees that by signing this Plea
21 Agreement, Defendant is expressly modifying and waiving Defendant's rights
22 under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410
23 with regard to any facts Defendant admits and/or any statements Defendant makes
24 in court, unless he successfully moves to withdraw from the Agreement after the
25 Court rejects the parties' sentencing recommendations as set forth in Section 7
26 above.

1 9. Elements of the Offense

2 The United States and Defendant agree that in order to convict Defendant of
3 Distribution of 50 Grams or More of Actual (Pure) Methamphetamine, in violation
4 of 21 U.S.C. § 841(a)(1), (b)(1)(A)(viii), the United States would have to prove the
5 following beyond a reasonable doubt.

- 6 a. *First*, on or about February 21, 2024, and on or about February
7 29, 2024, and on or about March 26, 2024, and on or about May
8 13, 2024, within the Eastern District of Washington, Defendant
9 did knowingly and intentionally distribute methamphetamine, a
10 Schedule II controlled substance; and
11 b. *Second*, Defendant knew the substance was methamphetamine
12 or some other federally controlled substance; and
13 c. *Third*, Defendant distributed 50 grams or more of actual (pure)
14 methamphetamine.

15 10. Factual Basis and Statement of Facts

16 The United States and Defendant stipulate and agree to the following: the
17 facts set forth below are accurate; the United States could prove these facts beyond
18 a reasonable doubt at trial; and these facts constitute an adequate factual basis for
19 Defendant's guilty plea.

20 The United States and Defendant agree that this statement of facts does not
21 preclude either party from presenting and arguing, for sentencing purposes,
22 additional facts that are relevant to the Sentencing Guidelines computation or
23 sentencing.

24 On four separate occasions in Yakima, Washington, located within the
25 Eastern District of Washington, Defendant sold methamphetamine to a confidential
26 source. All transactions were audio- and video-recorded. Most communications
27 were translated from Spanish language (original) to English by the Utah
28 Translation and Analysis Center (UTAC). Forensic chemists at the Drug

1 Enforcement Administration's ("DEA") Western Laboratory weighted and tested
2 the suspected methamphetamine; all samples tested positive and functionally pure.

3 Following information that an individual named "Charapo" (Defendant)
4 was selling methamphetamine, DEA agents opened an investigation, quickly
5 identifying "Charapo" as an individual known to him as "Antonio Ramirez
6 Sanchez." Defendant was recognized by one of the agents from a previous
7 narcotics investigation of which he was convicted on December 19, 2016 (Delivery
8 of a Controlled Substance, Methamphetamine (two counts) in Yakima County
9 Superior Court Case No. 16-1-01598-39). The first controlled purchase took place
10 on February 21, 2024. Following security and confidence protocols, DEA agents
11 fitted a confidential source with an audio- and video- recorder as well as a GPS
12 recorder and transmitter, capturing a transaction in which Defendant sold the
13 confidential source approximately one (1) pound of methamphetamine for
14 \$1300.00 USD. The suspected methamphetamine was photographed and was
15 submitted for testing. On February 26, 2024, a forensic chemist for the DEA
16 Western Laboratory generated a report in which the methamphetamine was
17 determined to be 100% pure (+/- 7%) for a net weight of 453.6 grams (+- 0.2 g.).

18 On February 29, 2024, a second controlled purchase took place. As with the
19 previous transaction, following customary security and confidence protocols, DEA
20 agents fitted a confidential source with an audio- and video- recorder as well as a
21 GPS recorder and transmitter, capturing a transaction in which Defendant sold the
22 confidential source approximately two (2) pounds of methamphetamine for \$2600
23 USD. The suspected methamphetamine was photographed and was submitted for
24 testing. On March 5, 2024, a forensic chemist for the DEA Western Laboratory
25 generated a report in which the methamphetamine was determined to be 98% pure
26 (+/- 7%) for a net weight of 893.3 grams (+- 0.2 g.).

27 On March 26, 2024, a third controlled purchase took place. As with the
28 previous transaction, following customary security and confidence protocols, DEA

1 agents fitted a confidential source with an audio- and video- recorder as well as a
2 GPS recorder and transmitter, capturing a transaction in which Defendant sold the
3 confidential source approximately two (2) pounds of methamphetamine for \$2600
4 USD. The suspected methamphetamine was photographed and was submitted for
5 testing. On April 2, 2024, a forensic chemist for the DEA Western Laboratory
6 generated a report in which the methamphetamine was determined to be 100%
7 pure (+/- 7%) for a net weight of 900.00 grams (+- 0.2 g.).

8 On May 13, 2024, a fourth and final controlled purchase took place. As with
9 the previous transaction, following customary security and confidence protocols,
10 DEA agents fitted a confidential source with an audio- and video- recorder as well
11 as a GPS recorder and transmitter, capturing two transactions in which Defendant
12 sold the confidential source approximately three (3) pounds of methamphetamine
13 for \$3600 USD. The suspected methamphetamine was photographed and was
14 submitted for testing. On June 6, 2024, a forensic chemist for the DEA Western
15 Laboratory generated a report in which the methamphetamine was determined to
16 be 97% pure (+/- 6%) for a net weight of 1329.8 grams (+- 0.2 g.).

17 During the investigation of this case, DEA agents noted that Defendant was
18 operating a dark-colored 2005 Infinity QX56UT (VIN 5N3AA08C65N800699;
19 Washington license plate number BX12383) to at least one of the controlled
20 purchases and later captured on Flock cameras at times material to both controlled
21 purchases and the investigation itself. The 2005 Infinity QX56UT is registered to
22 an individual (Alma Yadira Angulo Verduzco ("Verduzco")) believed to be
23 Defendant's "spouse" with an address reported to be 7106 Alpine Way, Yakima,
24 Washington. Law enforcement was able to determine that Defendant resided at the
25 7106 Alpine Way address along with Verduzco and at least one other family
26 member. Search warrants were obtained for the 2005 Infinity QX56UT, 7106
27 Alpine Way. During the execution of the search warrant on the residence, two
28 electronics devices belonging to Defendant were seized (a white iPhone and a

1 black TCL cell phone) for which search warrants were subsequently obtained
2 (Defendant had communicated with the confidential source regarding the narcotics
3 sales). The 2005 Infinity QX56UT was seized.

4 Additional evidence was located at the residence but Defendant was not
5 charged with violations of law related to that evidence. Worth noting, however,
6 was the presence of a driver's license bearing Defendant's photograph issued from
7 the Mexican state of Sonora, identifying Defendant as "Jorge Eduardo Hernandez
8 Ramirez" with a birthdate of September 17, 1965. Defendant has, at various times
9 in his history, used various names, including fictitious ones, including "Antonio
10 Ramirez Sanchez;" "Santiago Rojas Rangel;" and "Jorge Navarrete Negrete." It is
11 believed that Defendant was born in Mexico. Defendant is undocumented / an
12 illegal alien in the United States and has previously been deported to Mexico from
13 the United States. He has been convicted under the names "Antonio Ramirez
14 Sanchez," "Santiago Rojas Rangel," and "Santiago Rojas" in the past. It is
15 unknown what Defendant's true legal name is.

16 11. The United States' Agreements

17 The United States Attorney's Office for the Eastern District of Washington
18 agrees not to bring additional charges against Defendant based on information in
19 its possession at the time of this Plea Agreement that arise from conduct that is
20 either charged in the Indictment or identified in discovery produced in this case,
21 unless Defendant breaches this Plea Agreement before sentencing.

22 12. United States Sentencing Guidelines Calculations

23 Defendant understands and acknowledges that the United States Sentencing
24 Guidelines ("U.S.S.G." or "Guidelines") apply and that the Court will determine
25 Defendant's advisory range at the time of sentencing, pursuant to the Guidelines.
26 The United States and Defendant agree to the following Guidelines calculations.

1 a. Base Offense Level

2 The United States and the Defendant agree that the base offense level is 36
3 because the Defendant distributed between 1.5kg and 4.5kg of actual
4 methamphetamine. U.S.S.G. § 2D1.1(c)(4).

5 b. Acceptance of Responsibility

6 The United States will recommend that Defendant receive a downward
7 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), (b), if
8 Defendant does the following:

- 9 i. accepts this Plea Agreement;
- 10 ii. enters a guilty plea at the first Court hearing that takes
11 place after the United States offers this Plea Agreement;
- 12 iii. demonstrates recognition and affirmative acceptance of
13 Defendant's personal responsibility for Defendant's
14 criminal conduct;
- 15 iv. provides complete and accurate information during the
16 sentencing process; and
- 17 v. does not commit any obstructive conduct.

18 The United States and Defendant agree that at its option and on written
19 notice to Defendant, the United States may elect not to recommend a reduction for
20 acceptance of responsibility if, prior to the imposition of sentence, Defendant is
21 charged with, or convicted of, any criminal offense, or if Defendant tests positive
22 for any controlled substance.

23 c. Agreements Regarding Representations to the Court

24 The United States has a duty of candor to the tribunal. If the United States
25 and Defendant do not agree on the appropriate length of incarceration, the
26 appropriate length or applicable terms of supervised release, and/or the correct
27 guidelines calculations, variances, departures, and/or enhancements, the United
28 States reserves the right to respond to any and all arguments made by Defendant,

1 on any bases the United States deems appropriate, at all stages of this criminal
2 case.

3 Defendant may make any arguments it deems appropriate, at all stages of
4 this criminal case.

5 With regard to all briefing, submissions, and hearings in this criminal case,
6 the United States and Defendant agree to the following provisions:

7 i. The United States and Defendant may each respond to
8 any questions from the Court or United States Probation
9 Office;

10 ii. The United States and Defendant may each supplement
11 the facts under consideration by the Court by providing
12 information the United States or Defendant deems
13 relevant;

14 iii. The United States and Defendant may each present and
15 argue any additional facts that the United States or
16 Defendant believe are relevant to the Sentencing
17 Guidelines computation or sentencing;

18 iv. The United States and Defendant may each present and
19 argue information that may already be known to the
20 Court, including information contained in the
21 Presentence Investigation Report;

22 v. The United States and Defendant may each respond to
23 any arguments presented by the other;

24 vi. In order to support the United States' sentencing
25 recommendation as set forth herein, the United States
26 may oppose and argue against any defense argument or
27 any recommendation for any sentence lower than the
28 sentence recommended by the United States on any basis,

1 including arguments for a lower offense level, a lower
2 criminal history calculation, the application or non-
3 application of any sentencing enhancement or departure,
4 and/or any variance from the Guidelines range as
5 calculated by the Court;

6 vii. In order to support the defense sentencing
7 recommendation as set forth herein, Defendant may
8 oppose and argue against any argument by the United
9 States, or any recommendation for any sentence higher
10 than the sentence recommended by the defense on any
11 basis, including arguments for a higher offense level, a
12 higher criminal history calculation, the application or
13 non-application of any sentencing enhancement or
14 departure, and/or any variance from the Guidelines range
15 as calculated by the Court;

16 viii. The United States may make any sentencing arguments
17 the United States deems appropriate so long as they are
18 consistent with this Plea Agreement, including arguments
19 arising from Defendant's uncharged conduct, conduct set
20 forth in charges that will be dismissed pursuant to this
21 Plea Agreement, and Defendant's relevant conduct; and

22 ix. Defendant may make any sentencing arguments
23 consistent with this Plea Agreement Defendant deems
24 appropriate.

25 d. No Other Agreements

26 The United States and Defendant have no other agreements regarding the
27 Guidelines or the application of any Guidelines enhancements, departures, or
28 variances.

1 e. Criminal History

2 The United States and Defendant have no agreement and make no
3 representations about Defendant's criminal history category, which will be
4 determined by the Court after the United States Probation Office prepares and
5 discloses a Presentence Investigative Report.

6 13. Incarceration

7 At the time of Defendant's original sentencing in the District Court, the
8 United States agrees to make a sentencing recommendation to the Court that is
9 consistent with this Plea Agreement. The United States' agreement to make such a
10 recommendation is limited exclusively to the time of Defendant's original
11 sentencing in the District Court. The United States' agreement to make such a
12 recommendation does not prohibit or limit in any way the United States' ability to
13 argue for or against any future sentencing modification that takes place after
14 Defendant's original sentencing in the District Court, whether that modification
15 consists of an amendment to the Guidelines, a change to a statutory minimum or
16 maximum sentence, any form of compassionate release, any violation of
17 Supervised Release, or any other modification that is known or unknown to the
18 parties at the time of Defendant's original criminal sentencing. In this Plea
19 Agreement, the United States makes no promises or representations about what
20 positions the United States will take or recommendations the United States will
21 make in any proceeding that occurs after Defendant's original sentencing in the
22 District Court.

23 The United States agrees to recommend 151 months of confinement.
24 Defendant agrees to recommend no less than 120 months of confinement.

25 14. Supervised Release

26 The United States and Defendant each agree to recommend five (5) years of
27 supervised release. Defendant agrees that the Court's decision regarding the
28 conditions of Defendant's Supervised Release is final and non-appealable; that is,

1 even if Defendant is unhappy with the conditions of Supervised Release ordered by
2 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty
3 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,
4 sentence, or any term of Supervised Release.

5 The United States and Defendant agree to recommend that in addition to the
6 standard conditions of supervised release imposed in all cases in this District, the
7 Court should also impose the following conditions:

- 8 a. The United States Probation Officer may conduct, upon
9 reasonable suspicion, and with or without notice, a search of
10 Defendant's person, residences, offices, vehicles, belongings,
11 and areas under Defendant's exclusive or joint control.
- 12 b. Defendant shall participate and complete such drug testing and
13 drug treatment programs as the Probation Officer directs.
- 14 c. Defendant shall complete mental health evaluations and
15 treatment, including taking medications prescribed by the
16 treatment provider. Defendant shall allow reciprocal release of
17 information between the Probation Officer and the treatment
18 provider. Defendant shall contribute to the cost of treatment
19 according to the Defendant's ability.

20 15. Criminal Fine

21 The United States and Defendant may make any recommendation
22 concerning the imposition of a criminal fine. Defendant acknowledges that the
23 Court's decision regarding a fine is final and non-appealable; that is, even if
24 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for
25 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea
26 Agreement, or appeal Defendant's conviction, sentence, or fine.

1 16. Mandatory Special Penalty Assessment

2 Defendant agrees to pay the \$100 mandatory special penalty assessment per
3 count (\$400 total) to the Clerk of Court for the Eastern District of Washington,
4 pursuant to 18 U.S.C. § 3013.

5 17. Payments While Incarcerated

6 If Defendant lacks the financial resources to pay the monetary obligations
7 imposed by the Court, Defendant agrees to earn money toward these obligations by
8 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

9 18. Additional Violations of Law Can Void Plea Agreement

10 The United States and Defendant agree that the United States may, at its
11 option and upon written notice to the Defendant, withdraw from this Plea
12 Agreement or modify its sentencing recommendation if, prior to the imposition of
13 sentence, Defendant is charged with or convicted of any criminal offense or tests
14 positive for any controlled substance.

15 19. Waiver of Appeal Rights

16 Defendant understands that Defendant has a limited right to appeal or
17 challenge Defendant's conviction and the sentence imposed by the Court.

18 In return for the concessions that the United States has made in this Plea
19 Agreement, Defendant expressly waives all of Defendant's rights to appeal any
20 aspect of Defendant's conviction and/or the sentence the Court imposes, on any
21 grounds.

22 In return for the concessions that the United States has made in this Plea
23 Agreement, Defendant expressly waives all of Defendant's rights to appeal any
24 aspect of Defendant's conviction and/or the sentence the Court imposes, on any
25 grounds, so long as the Court imposes a term of incarceration consistent with this
26 Rule 11(c)(1)(C) Plea Agreement. Defendant further expressly agrees that if the
27 Court indicates its intent to impose a sentence higher than the term or range
28 consistent with the Rule 11(c)(1)(C) terms of this Plea Agreement, Defendant has

1 fourteen (14) days from the sentencing hearing to file with the Court a notice of
2 withdrawal from the Rule 11(c)(1)(C) Plea Agreement. Defendant expressly
3 waives Defendant's right to withdraw from the Rule 11(c)(1)(C) Plea Agreement
4 more than fourteen (14) days after the Court either imposes a sentence higher than
5 the term or range consistent with the Rule 11(c)(1)(C) terms of this Plea
6 Agreement, or indicates its intent to do so.

7 Defendant expressly waives Defendant's right to appeal any fine, term of
8 supervised release, or restitution order imposed by the Court.

9 Defendant expressly waives the right to file any post-conviction motion
10 attacking Defendant's conviction and sentence, including a motion pursuant to 28
11 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from
12 information not now known by Defendant and which, in the exercise of due
13 diligence, Defendant could not know by the time the Court imposes sentence.

14 Nothing in this Plea Agreement shall preclude the United States from
15 opposing any post-conviction motion for a reduction of sentence or other attack
16 upon the conviction or sentence, including, but not limited to, writ of habeas
17 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

18 20. Withdrawal or Vacatur of Defendant's Plea

19 Should Defendant successfully move to withdraw from this Plea Agreement
20 or should Defendant's conviction be set aside, vacated, reversed, or dismissed
21 under any circumstance, then:

- 22 a. Any obligations, commitments, or representations made by the
23 United States in this Plea Agreement shall become null and
24 void;
- 25 b. The United States may prosecute Defendant on all available
26 charges;
- 27 c. The United States may reinstate any counts that have been
28 dismissed, have been superseded by the filing of another

1 charging instrument, or were not charged because of this Plea
2 Agreement; and

3 d. The United States may file any new charges that would
4 otherwise be barred by this Plea Agreement.

5 The decision to pursue any or all of these options is solely in the discretion
6 of the United States Attorney's Office.

7 Defendant agrees to waive any objections, motions, and/or defenses
8 Defendant might have to the United States' decisions to seek, reinstate, or
9 reinitiate charges if a count of conviction is withdrawn, set aside, vacated,
10 reversed, or dismissed, including any claim alleging a violation of Double
11 Jeopardy.

12 Defendant agrees not to raise any objections based on the passage of time,
13 including but not limited to alleged violations of any statutes of limitation or any
14 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth
15 Amendment.

16 21. Integration Clause

17 The United States and Defendant acknowledge that this document
18 constitutes the entire Plea Agreement between the United States and Defendant,
19 and no other promises, agreements, or conditions exist between the United States
20 and Defendant concerning the resolution of the case.

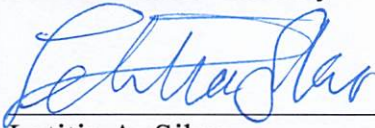
21 This Plea Agreement is binding only on the United States Attorney's Office
22 for the Eastern District of Washington, and cannot bind other federal, state, or local
23 authorities.

24 The United States and Defendant agree that this Agreement cannot be
25 modified except in a writing that is signed by the United States and Defendant.
26
27
28

Approvals and Signatures

Agreed and submitted on behalf of the United States Attorney's Office for the Eastern District of Washington.

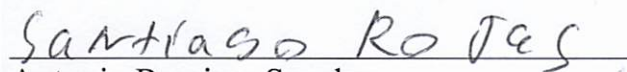
Vanessa R. Waldref
United States Attorney



Letitia A. Sikes
Assistant United States Attorney

11/01/2024
Date

I have read this Plea Agreement and I have carefully reviewed and discussed every part of this Plea Agreement with my attorney. I understand the terms of this Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and voluntarily. I have consulted with my attorney about my rights, I understand those rights, and I am satisfied with the representation of my attorney in this case. No other promises or inducements have been made to me, other than those contained in this Plea Agreement. No one has threatened or forced me in any way to enter into this Plea Agreement. I agree to plead guilty because I am guilty.



Antonio Ramirez Sanchez
Defendant

11/01/2024
Date

I have read the Plea Agreement and have discussed the contents of the agreement with my client. The Plea Agreement accurately and completely sets forth the entirety of the agreement between the parties. I concur in my client's decision to plead guilty as set forth in the Plea Agreement. There is no legal reason why the Court should not accept Defendant's guilty plea.



Paul S. Shelton
Attorney for Defendant

11/1/24
Date

Interpreter Certification

I hereby certify that I have read and translated the entire foregoing document to Defendant in a language with which Defendant is conversant. If questions have arisen, I have notified Defendant's counsel of the questions and have not offered nor given legal advice nor personal opinions.


Written Name:

L. Faunda Guzman

Date

11/01/24

Interpreter